

01-16-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

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To the Director of the U.S. Patent and Trademark Office

and documents or the new address(es) below.

**1. Name of conveying party(ies):**

ASBURY FOODSERVICE EQUIPMENT CO.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Florida  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 12/22/08

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Regions Bank

Internal

Address: \_\_\_\_\_

Street Address: 100 S.E. Third Avenue, 17th Floor,

City: Fort Lauderdale

State: Florida

Country: USA Zip: 33394

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Alabama  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3452393, 3444100, and 3460701

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MAXXIMUM, BarTec, and Deer.

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Philip M. Hanaka, Esq.

Internal Address: \_\_\_\_\_

Street Address: 515 East Las Olas Blvd. Suite 850

City: Fort Lauderdale

State: Florida Zip: 33301

Phone Number: 954-766-9930

Fax Number: \_\_\_\_\_

Email Address: pmb@angelolaw.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 90.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

12/22/08

Date

Philip M. Hanaka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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REEL: 003923 FRAME: 0381

12-30-2008

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



COVER SHEET  
ONLY

DEC 23 2008

12/23/08

103541640

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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☐ Other \_\_\_\_\_

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- ☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

12/29/2008 MIAMA1 00000147 3452393

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

40.00 US  
50.00 US

**9. Signature:**

Signature

12/22/08

Date

Philip M. Hanaka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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REEL: 003923 FRAME: 0382



## **PATENT AND TRADEMARK SECURITY AGREEMENT**

[ASBURY FOODSERVICE EQUIPMENT CO.]

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 2008, by ASBURY FOODSERVICE EQUIPMENT CO., a Florida corporation (the "Grantor"), in favor of REGIONS BANK, an Alabama banking corporation (the "Lender").

### **RECITALS**

A. The Grantor and GREENFIELD WORLD TRADE, INC., a Florida corporation have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") with the Lender, pursuant to which Lender has agreed to make loans to Grantor, and pursuant to which certain obligations owed the Lender are secured.

B. Pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

C. Pursuant to the terms of the Loan and Security Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Exhibit "A" annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Exhibit "A" annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Exhibit "A" annexed hereto, any trademark issued pursuant to a trademark application referred to in Exhibit "A" and any trademark licensed under any

trademark license listed on Exhibit "A" annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

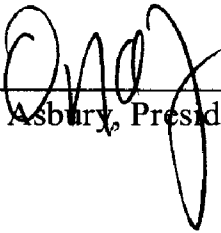
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Exhibit "B" annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Exhibit "B" annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Exhibit "B" annexed hereto, any patent issued pursuant to a patent application referred to in Exhibit "B" and any patent licensed under any patent license listed on Exhibit "B" annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan and Security Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ASBURY FOODSERVICE EQUIPMENT CO., a  
Florida corporation

By:  \_\_\_\_\_  
O. Neal Asbury, President

Acknowledged:

REGIONS BANK, an Alabama banking  
corporation

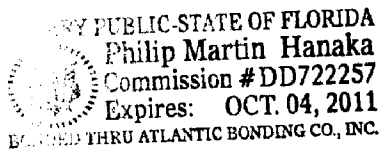
By:  \_\_\_\_\_  
Vanessa Civalero, Senior Vice President

*Signature Page to Patent & Trademark  
Security Agreement*

TRADEMARK  
REEL: 003923 FRAME: 0385

STATE OF FLORIDA                     )  
  ) SS:  
COUNTY OF BROWARD            )

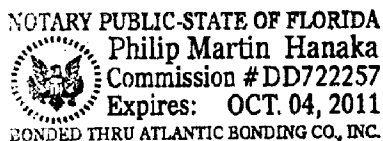
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2008, by O. Neal Asbury, as President of ASBURY FOODSERVICE EQUIPMENT CO., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did not take an oath.



PH  
\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA                     )  
  ) SS:  
COUNTY OF BROWARD            )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2008, by Vanessa Civalero, as Senior Vice President of REGIONS BANK, an Alabama banking corporation, on behalf of the bank. She is personally known to me or has produced a driver's license as identification and did not take an oath.



PH  
\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1. MAXXIMUM	3452393	June 24, 2008
2. BarTec	3444100	June 10, 2008
3. Deer	3460701	July 8, 2008

**EXHIBIT "B"**

to

**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents, Patent Applications and Patent Licenses**

**None.**